

Creston

Teamsters #238 (Fire)

7/1/2006 6/30/2009

NEGOTIATED AGREEMENT

BETWEEN

**CHAUFFEURS, TEAMSTERS,
AND HELPERS LOCAL #238**

AND

CITY OF CRESTON, IOWA

FIRE CONTRACT

JULY 1, 2006 – JUNE 30, 2009

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ARTICLE I

MANAGEMENT RIGHTS

Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary function of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

ARTICLE II

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers nor agents, nor any of the employees covered by this Agreement shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

ARTICLE III

HOURS OF WORK

The normal workweek for members of the Creston Fire Department shall consist of twenty-four (24) hours on and forty-eight (48) hours off. There will be no split shifts unless by mutual agreement of the parties, inasmuch as the fire department must regularly operate seven (7) days per week. Some employees may be required to work on any day of the week. Specific work schedules, including days and hours of work shall be issued by the Fire Chief or designee, and shall be posted in the appropriate places in the Creston Fire Department.

ARTICLE IV

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- (1) The probationary period for fire personnel shall be six (6) months. On promotional appointments, the probationary period for fire personnel shall be six (6) months.
- (2) Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- (3) If action is not taken by the appointing authority to report to the probationary employee, that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.
- (4) Permanent employee who vacates his/her position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.

Except for promotional appointments, no probationary employee shall be entitled to any fringe benefits under the terms of this Agreement.

ARTICLE V

DUES CHECK-OFF

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Union Dues and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the City by Treasurer of the Union on the appropriate forms, signed by the employees, to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any all claims, suits, orders or judgments brought or issued against the City as result of any action taken or not taken by the City under the provisions of this Section.

Dues deduction forms will be supplied by the Union.

ARTICLE VI

LEAVE OF ABSENCE

Section A. Unpaid Leaves

1. Eligibility requirements. At the discretion of the employer, regular full-time employees shall be eligible for unpaid leaves of absence after the employee's probationary period.
2. Application for leave. All requests for leave of absence, not otherwise covered in this Article, shall be submitted in writing by the employee to the Fire Chief for recommendation. The request for leave of absence shall then be referred to the Creston City Council. The Creston City Council shall make the final decision. A copy of the City Council action shall be sent to the local union. The request for such leave shall be submitted on a form supplied by the employer.
3. Limited leave without pay. The Fire Chief, at his discretion, may authorize the employee's absence without pay for a period not to exceed an accumulated total of ten (10) working days in any fiscal year.
4. Family Medical Leave Act. Employees of the City are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and regulations implementing the acts.
5. Return from leave without pay. Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified and if the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.
6. An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, or sick leave during the period of such leave. Seniority shall accrue for thirty (30) days while on an unpaid leave of absence.
7. Premiums for insurance normally paid by the employer will be paid in full by the employee during the unpaid leave of absence if the insurance carrier elects to continue such coverage.
8. If the employee does not return to work upon the expiration date of unpaid leave of absence, the employee shall be terminated.
9. Paid Funeral Leave. All probationary and permanent employees will be allowed time off with pay to attend funerals on the following schedule:
 - a. Three (3) days per occurrence for arrangement and attending funeral of wife, husband, child, stepchild, mother, father, brother, or sister.

- b. Two (2) days per occurrence for funeral of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
 - c. One-half (1/2) day per occurrence for funeral as pallbearer.
 - d. Additional time may be taken by employee but this time will be taken as vacation time.
10. An employee who gives the City a false reason to obtain a leave of absence will be subject to discharge.

Section B. Accrued Sick Leave

Eligibility

All permanent full-time employees who have completed their probationary period shall be eligible for paid sick leave.

Accrual

Sick leave shall be accrued as follows:

- (1) Sick leave shall be accrued for all permanent full-time employees at the rate of thirty-six (36) hours for each month of service up to two thousand eight hundred eighty (2880) hours.
- (2) All sick leave accumulated prior to the effective date of this contract will not be affected by the terms of this contract and will remain for employee's use.

Usage

Sick leave shall be granted under the following circumstances:

- (1) Physical incapacity not incurred in the line of duty.
- (2) Personal illness which occurs during working hours.
- (3) Enforced quarantine of employees in accordance with community health regulations.
- (4) For the purpose of this Agreement, pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.
- (5) Sickness of immediate members of family up to five (5) days per year of accrued sick leave. Immediate family shall be defined as spouse, child, stepchild, mother, father, brother, or sister.

Administration

Sick leave shall be administered as follows:

- (1) Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- (2) Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- (3) In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employer shall first be advised by an interview of the reasons for such sick leave. If the employee's leave pattern continues, a medical certificate will be required for all absences using sick leave and the employee will be advised in writing that all future abuses of the sick leave privilege shall be cause for disciplinary action up to and including dismissal.

ARTICLE VII

GRIEVANCE PROCEDURE

Section A. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section B. Procedure

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1st) step of the procedure within seven (7) calendar days of the incident giving rise to the complaint. All grievances at all steps will require the presence of the Union Steward. At any time the Business Representative of the Union shall have the right to present grievance for any employee.

- Step I. The employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within seven (7) calendar days.
- Step II. Within seven (7) calendar days after the decision in Step No. I, or if no timely decision has been made, the employee shall then present the written grievance to his/her department director. Such department director shall respond in writing within seven (7) calendar days. All discharge cases will be instituted in Step No. 2 grievance procedure.
- Step III. Within seven (7) calendar days after the decision in Step No. II, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor, who shall respond within seven (7) calendar days.
- Step IV. If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step No. 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree they will jointly request that the Iowa Public Employment Relations submit to the parties a list of arbitrators, and by alternately striking names an arbitrator will be selected. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

Section C. Limitations

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

The arbitrator's fee and expenses shall be shared equally by the employer and Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s).

When necessary in investigating and settling grievances, employees and their representative, if employee of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption under this paragraph.

All time limits contained in this Section may be extended by mutual agreement.

ARTICLE VIII

INSERVICE EDUCATION

Upon the request of the employee, and recommendation of the employee's departmental director and approval by the City Council, a permanent full-time City employee may be reimbursed for educational costs subject to the following requirements:

- (1) The courses shall directly relate to the employee's current job duties.
- (2) Such course work must be completed at an officially accredited educational institution.
- (3) The employee shall satisfy the necessary prerequisites of the course for which reimbursement is being requested, and shall receive approval of the City Council prior to enrolling in the course.
- (4) The employee shall successfully complete the course.
- (5) Participation in the course shall be solely on the employee's time, unless waived by the City Council, except attendance at schools required for retention of employee's job.
- (6) An employee who is attending school required for the retention of this job on a full-time basis shall not be required to work extra hours except in emergencies.
- (7) In the event the employee chooses to pursue a course of study leading to a two (2) year associate of arts or science degree, the employee shall sign an agreement with the City agreeing to remain an employee of the City for at least two (2) years following the receipt of said degree. If the employee chooses to leave the employment of the City prior to the expiration of his/her two (2) year time period, the employee shall repay to the City the cost of his/her schooling on a prorata basis, based on the length of time the employee has remained with the City subsequent to receiving his degree.
- (8) An employee who chooses to pursue a course of study leading to a four (4) year bachelor of arts or science degree, the employee shall sign an agreement with the City agreeing to remain in the employ of the City for four (4) years subsequent from the date of receiving said degree. In the event that said employee chooses to leave the employment of the City prior to the expiration of four (4) years subsequent to receiving his/her degree, the employee shall repay to the City the cost of receiving this degree on a prorata basis, based on the number of years served for the City subsequent to receiving said degree.

ARTICLE IX

SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

In the Fire Department seniority with qualifications will prevail. However, the term qualification will in no way be used to subvert the advancement of a longer-term employee. If qualifications are not clearly superior, seniority will prevail.

Employees shall forfeit their seniority rights when they resign, retire or are dismissed.

ARTICLE X

LAYOFF AND RECALL

Section A. Advance Notice

In the event a reduction in force becomes necessary, the City agrees to provide affected employees with fourteen (14) days notice of the termination.

Section B. Order of Layoff

The City shall determine whenever it is necessary for employees of a specific class to be laid off and shall be as follows:

1. Temporary appointees.
2. Probationary employees.
3. Permanent employees in reverse order of their seniority as defined in Article XV of this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the reemployment list.

ARTICLE XI

INSURANCE

- A. For the 2006-2007 Contract Year, the employee will pay up to a maximum amount of twenty-five dollars (\$25.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of forty dollars (\$40.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred/five hundred dollar (\$300/\$500) deductible annually. The city will provide a Drug Card with ten dollar (\$10.00) co-pay for generic brand and a fifteen dollar (\$15.00) co-pay for name brand.

For the 2007-2008 Contract Year, the employee will pay up to a maximum amount of thirty dollars (\$30.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of fifty-five dollars (\$55.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred and fifty/seven hundred dollar (\$350/\$700) deductible annually. The city will provide a Drug Card with a fifteen dollar (\$15.00) co-pay for generic brand and a twenty dollar (\$20.00) co-pay for name brand.

For the 2008-2009 Contract Year, the employee will pay up to a maximum amount of forty dollars (\$40.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of seventy (\$70.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) four hundred fifty/eight hundred dollar (\$400/\$800) deductible annually. The city will provide a Drug Card with a twenty dollar (\$20.00) co-pay for generic brand and a twenty-five dollar (\$25.00) co-pay for name brand.

- B. The employer shall provide life insurance in the amount of twenty thousand dollars (\$20,000.00) for all employees who are members of the bargaining unit. The employee may have the option to purchase additional life insurance in lots of ten thousand dollars (\$10,000.00) at the employee's cost if the insurance is available through the carrier and the employee is eligible as determined by the carrier.
- C. The employer shall make available to the employee at the employee's cost, a dental insurance plan. The dental insurance plan shall be compatible with the present health insurance plan offered by the employer.
- D. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

- E. The City shall have the right to procure the insurance referred to in this Article from any reputable insurance company, with comparable coverage.

ARTICLE XII

WAGES AND SALARIES

- A. All full-time employees shall be paid according to the following schedule:

Position: Fire Dept.	2006-07	2007-08	2008-09
Captain (same as Lieutenant)	\$ 31,947.72	\$ 33,065.89	\$ 34,223.20
Fireman	\$ 29,793.05	\$ 30,835.81	\$ 31,915.06
Part-time Firefighter (hourly rate)	\$ 6.37	\$ 6.37	\$ 6.37

- B. All permanent full-time employees who are members of the bargaining unit shall be paid one twenty-sixth (1/26th) of their base salary at every pay period. All permanent full-time employees who are members of the bargaining unit shall be paid on a bi-weekly basis.

ARTICLE XIII

OVERTIME

- A. Overtime at time and one half (1-1/2) will be paid in accordance with the applicable provision of the Fair Labor Standards Act.
- B. Overtime will be paid to the employee and may not be taken in compensatory time unless by mutual agreement of the City and the employee.
- C. Overtime shall be paid in the bi-weekly paycheck following the workweek in which the overtime is earned. Only overtime noted on the time card will be paid to the employee.
- D. Only overtime authorized by the Fire Chief or his/her designee will be paid under this Agreement.

ARTICLE XIV

CALL-IN TIME

- A. The employees who are members of the bargaining unit shall be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times the normal rate of pay for time the employee is required to report to the fire station on an emergency basis at the request of the Fire Chief or designee, to stand by while the firemen regularly on duty are at a fire or emergency call. This call-in time shall apply when the employee is not regularly on duty. The employees must be present for at least thirty (30) minutes in order to qualify for call-in pay.
- B. Call-in time does not mean that time in which the employees are called to the fire station for meetings, schools, conferences or extra work not on an emergency basis. Employees will be compensated at their regular rate for the aforementioned duties.
- C. All call-in time shall be noted separately on the time card. Call-in time not noted on the time card will not be paid.
- D. Any abuse of call-in time may subject the employee to disciplinary procedures.

ARTICLE XV

HOLIDAYS

- A. All employees shall have the following holidays:

New Year's Day

Good Friday

July 4th

Veteran's Day

Friday after Thanksgiving

Washington's Birthday

Memorial Day

Labor Day

Thanksgiving

Christmas

- B. All employees shall receive two (2) times the regular pay for each of the holidays described in Paragraph A.
- C. Holiday pay for employees will be twelve hours paid at the employee's regular straight time rate, and twelve hours of compensatory time.

ARTICLE XVI

LONGEVITY

- A. Longevity shall be paid at the rate of fifty dollars (\$50.00) per year for each year of service with the City, up to twenty (20) years of service. Longevity shall be paid on the anniversary date of the employee's first employment with the City.
- B. Longevity will be added to the base salary and will be paid in the same manner as regular wages and salaries.

ARTICLE XVII

VACATIONS

- A. Vacations shall be allowed the employees who are members of the bargaining unit according to the following schedule:

1.	1 through 6 years	2 weeks of vacation
2.	7 through 13 years	3 weeks of vacation
3.	14 through 20 years	4 weeks of vacation
4.	Over 20 years	5 weeks of vacation

- B. Vacation shall be taken by the employee in the years following the year in which the vacation is earned. Vacation not taken will not be accumulated nor will employee be paid for accumulated vacation not taken. All vacation not taken in the year following the year in which the vacation is earned will be lost to the employee, unless the City and the employee, due to circumstances, agree that the accumulated vacation will not be lost. Vacation may be taken in the year earned only with the permission of the City.
- C. For the purpose of this contract, members of the bargaining unit may be allowed to take their vacation in increments of one (1) day. However, the City reserves the right to maintain the operational efficiency of the Creston Fire Department and may refuse vacations taken in small increments if that operational efficiency will be adversely affected.

ARTICLE XVIII

COMPLIANCE CLAUSES

Section A. Separability

Should any article, section, or clause of the Agreement be declared illegal by a court or competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

Section B. Procedures for Negotiation

1. Successor Agreement - Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certificate date, as established by the Code of Iowa, or September 15th, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the City and the Negotiation Team representing the Union shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

2. Automatic Renewal of Agreement - If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in 1. above, the current Agreement shall automatically continue in force and to be in effect for equivalent periods as shown in Section C.

Section C. Duration Period

1. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2009.
2. This Agreement is executed and agreed this _____ day of _____, 2006.

**OVER-THE-ROAD, CITY TRANSFER
DRIVERS, HELPERS, DOCKSMEN
AND WAREHOUSEMEN, LOCAL UNION
NO. 238, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA**

THE CITY OF CRESTON, IOWA

Local 238 Business Representative

City Mayor

Union Negotiation Team Member

City Finance Officer

City Chief Negotiator